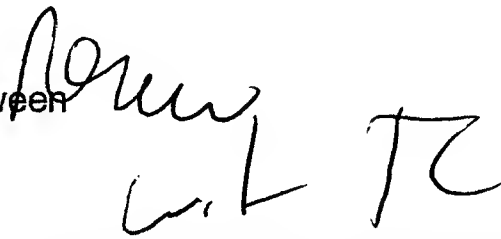


1-6-14

## **2013 - 2016 AGREEMENT**

between



**AVALON BOARD OF EDUCATION/STONE HARBOR BOARD  
OF EDUCATION**

*and*

**AVALON EDUCATION ASSOCIATION/STONE HARBOR  
EDUCATION ASSOCIATION**

RECEIVED

JAN - 7 2014

NJEA-REG #1

**2013 - 2016 AGREEMENT**  
**between**  
**AVALON BOARD OF EDUCATION/STONE HARBOR BOARD OF EDUCATION**  
**and**  
**AVALON EDUCATION ASSOCIATION/STONE HARBOR EDUCATION ASSOCIATION**

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## **PREAMBLE**

This agreement entered into this 2<sup>nd</sup> day of October, 2013, by and between the Board of Education of the Borough of Avalon, Cape May County, New Jersey and the Board of Education of the Borough of Stone Harbor, Cape May County, New Jersey, hereinafter called the "Boards" and the Avalon Education Association and Stone Harbor Education Association, hereinafter called the "Associations".

## **WITNESSETH**

WHEREAS, The Boards and the Associations recognize and declare that providing a quality education for the students of the Avalon School District and the Stone Harbor District is their primary aim, and

WHEREAS, The Boards have an obligation, pursuant to NJSA 34:13 A-1 et. seq., to negotiate with the Associations as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

# **ARTICLE I**

## **RECOGNITION**

### **A. Unit**

The Boards recognize the Associations as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified teachers, nurses, librarians and child study team members whether under contract, on leave, presently employed or employed during the duration of the agreement by the Boards, but excluding the Chief School Administrator, Board Secretary, substitutes, custodians, cafeteria staff, secretarial staff, transportation staff, and all supervisors within the meaning of the Act.

### **B. Definition of Teacher**

Unless otherwise indicated, the term "Teachers" when used hereinafter in the Agreement, shall refer to all certified employees represented by the Associations in the negotiating unit as above defined, and references to male teachers shall include female teachers.

## **ARTICLE II**

### **NEGOTIATION OF SUCCESSOR AGREEMENT**

#### **A. Deadline Date**

The parties agree to enter into collective negotiations over a successor Agreement in accordance with NJSA 34: 13A-1 et. seq., in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin in accordance with PERC rules in the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated and approved by the Boards and the Associations shall apply to all teachers, be reduced to writing, be adopted by the Boards, adopted by the Associations, and signed by both parties.

#### **B. Modification**

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

#### **C. Judicial Relief**

Nothing contained in this Agreement shall be construed to limit or restrict the Boards or the Associations in their rights to seek and obtain such judicial relief as they may be entitled to have in law or in equity for injunction or damages or both, in the event of a breach of contract by the Associations, its members, or the Boards.

#### **D. Impasse**

The Boards and the Associations agree that in the event an impasse is reached during negotiations that both sides will follow the procedures articulated by PERC.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

#### **A. Definitions**

##### **1. Grievance**

A "grievance" is a claim by a teacher, group of teachers, or the Associations, based upon the interpretation, application, or violations of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of a teacher, group of teachers, or the Associations.

##### **2. Aggrieved Person**

An "aggrieved person" is the person, persons, or the Associations making the claim.

##### **3. Days**

The term "days" shall mean school days. School days shall include days when pupils are in attendance, any other days on which teacher attendance is required, and days on which the business office is open in the summer.

#### **B. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting teachers within the scope of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### **C. Procedure**

1. An aggrieved person shall institute action under the provisions hereof within ten (10) days of the occurrence complained of, or within ten (10) days after he would reasonably be expected to know of its occurrence. Failure to act within said ten (10) day period shall be deemed to constitute an abandonment of the grievance.

2. An aggrieved person processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal

3. In the presentation of a grievance, the aggrieved person shall have the right to present his own appeal or to designate a representative or representatives of their representative Association to appear with him at any step in his appeal.

4. Whenever the aggrieved person appears with a representative or representatives, the Boards shall have the right to designate a representative or representatives to participate at any stage of the grievance procedure.

#### **D. Steps**

1. An aggrieved person shall first discuss his grievance with the Chief School Administrator. The Chief School Administrator shall respond to said discussion within two (2) days.

2. If the subject is not resolved to the aggrieved person's satisfaction through Step 1, he will then submit his grievance to the Chief School Administrator within five (5) days, in writing, specifying:

- a. the nature of the grievance and specify the clause(s) in the collective bargaining agreement that has been violated
- b. the basis of his dissatisfaction with the previous response
- c. remedies sought

A decision in writing shall be rendered by the Chief School Administrator within five (5) days of said discussion.

3. If the grievance is not resolved to the aggrieved person's satisfaction through Step 2, the aggrieved person shall submit his grievance to the Board of Education within five (5) days, in writing, specifying:

- a. the nature of the grievance
- b. the results of the previous discussions
- c. the basis of his dissatisfaction with the determination
- d. remedies sought

A copy of the writing called for above shall be furnished to the Chief School Administrator.

4. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Board shall hold a closed hearing at which all parties concerned shall have the right to be heard.

5. Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Board shall, in writing, advise the aggrieved person and his representatives, if there are any, of their determination and shall forward a copy of said determination to the Chief School Administrator.

6. In the event the aggrieved person is dissatisfied with the determination of the Board, and if the Association feels that the grievance is meritorious, he shall have the right to request binding arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Public Laws 1974. At that time an arbitrator will be requested from PERC.

A request for binding arbitration shall be made no later than five (5) days following the determination by the Board.

Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved person and the Board shall mutually agree upon a longer time period within which to assert such a demand.

The arbitrator shall limit himself to the issue submitted. The arbitrator cannot add to, subtract from, or modify this Agreement.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the Board and the Association, and each of the persons shall bear their own costs.

7. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved person, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.



## **ARTICLE IV**

### **TEACHER RIGHTS**

#### **A. Rights and Protection in Representation**

Pursuant to NJSA 34:13A-1 et seq., the Boards hereby agree that all certified teachers, nurses, librarians, and child study team members shall have the right freely to organize, join and support the Association in their respective building and its affiliates for the purpose of engaging in collective negotiations and other legal activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Boards undertake and agree that they shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Boards, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

#### **B. Statutory Savings Clause**

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers by this Agreement shall be deemed to be in addition to those provided by New Jersey School Laws or other applicable laws and regulations.

#### **C. Just Cause Provision**

No teacher shall be disciplined, reprimanded, or reduced in compensation, without just cause. Discipline shall be administered in a progressive fashion. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth, provided however that nothing herein will affect the rights of the Board as defined by law.

#### **D. Required Meetings or Hearings**

Whenever any teacher is required to appear before the Chief School Administrator, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary of any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

#### E. Personnel File

1. A teacher shall have the right, upon two days notice, to review the contents of his personnel file and to receive copies of any documents contained therein. At least once every three (3) years, a teacher shall have the right to indicate any documents or other materials in his file, which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Chief School Administrator or his designee. If the Chief School Administrator or his designee deems the documents to be obsolete or otherwise inappropriate to retain, the documents shall be destroyed.

2. Although the Boards agree to protect the confidentiality of personal references, academic credentials, and other similar documents, it shall not establish any separate personnel file, which is not available for the teacher's inspection.

3. Teachers shall sign the file copy of any document that is to be placed in the teacher's personnel file, and shall have the right to respond to said document within ten (10) business days. The sole purpose of the teacher's signature shall be to acknowledge receipt of a copy of the document. Any document covered by Section E.2. above is excluded from this provision.

#### F. Criticism

Any criticism by a supervisor, administrator, or Board member of a teacher and/or his/her instruction methodology shall be made in confidence and not in the presence of students, parents or during other public gatherings.

## ARTICLE V

### **ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES**

#### **A. Information**

The Board agrees to furnish to the Association, in response to reasonable requests from time to time any information which is available to the public at large and which the Board is not legally prohibited from disseminating. This information will be supplied at no cost to the Association.

The minutes and agenda of the regular monthly Board meeting will be furnished to the Association.

#### **B. Exclusive Rights**

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers.

#### **C. Use of the School Building**

The Association and/or its representatives shall be permitted to transact official Association business on school property at reasonable times and with administrative approval, provided that this shall not interfere with or interrupt normal school operations. Meetings shall not be held within the normal seven and one-quarter hour pupil school day/teacher day and shall not interrupt the normal operation of after school extra curricular activities.

#### **D. Use of School Equipment**

The Association shall pay for the cost of all materials and supplies used for organization business or any repairs directly resulting from their use of school facilities and equipment with administrative approval.

The Association shall be provided without cost to it, a file cabinet in the teachers' room.

#### **E. Association Responsibilities**

The Association shall be responsible for providing each teacher with a copy of this Agreement.

#### **F. Released Time for Meetings**

Whenever any representative of the Association or any teacher participates during working hours in mutually scheduled negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

**G. Released Time for Faculty Representative**

In the event that the Chief School Administrator requests a meeting with a representative or representatives of the Association to discuss implementation of or questions arising from this Agreement, released time will be provided to the aforementioned representative or representatives.

## **ARTICLE VI**

### **TEACHERS' RESPONSIBILITIES**

A. Monthly staff meetings shall be scheduled by October 1 and staff notified. Exceptions may be made for emergency situations.

B. Teacher Ethics

1. Once a school calendar is adopted by the Board of Education, it shall be the professional obligation of each member of the Association to abide by the terms of the approved calendar.
2. The Association agrees to support the School Administration in its efforts to have teacher honor their contract and act in an ethical manner in all situations and circumstances.

C. School Calendar

1. Once a school calendar is adopted by the Board of Education, it shall be the professional obligation of each member of the Association to abide by the terms of the approved calendar.

## ARTICLE VII

### TEACHING HOURS AND TEACHING LOAD

#### A. IN SCHOOL WORK YEAR

##### 1. Ten (10) Month Personnel

- a. The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred eighty-three (183) days provided that all end of year responsibilities are completed within the time period. The in-school work year shall include 180 days when students are in attendance, three (3) days allotted to orientation or in-service.
- b. The last five days of school will be half sessions with pupils being dismissed after a four (4) hour session. Teachers shall be expected to work on end of the year duties until regular dismissal time. A meeting may be held during one of the days.

#### B. Lunch Periods

Teachers shall have a daily duty-free lunch period of same duration as student lunch period, but as close to 45 minutes as is possible. If leaving the school building or grounds, the staff member must sign out prior to leaving and sign back in upon return at the school office or other specified location as designated by the Chief School Administrator.

#### C. In-School Work Day

The teacher in-school workday shall not exceed seven and one-quarter hours, which shall include a duty free lunch period as guaranteed in this Agreement.

#### D. Field Trips

1. Field trips shall be scheduled and implemented in accordance with the curriculum and/or the directives of the administration. For participation in field trips which extend beyond the teacher's in-school workday. Teachers shall be compensated at the rate of thirty-five dollars (\$ 35.00) per hour for all hours in excess of the in-school workday.
2. Teachers who accompany students on overnight trips shall be compensated at the rate of two hundred (\$200.00) dollars per night. Volunteers will be sought for overnight field trips when the Board and the Administration initiate the trip. If no one volunteers, the Chief School Administrator will assign chaperones. The ECHO Hill Trip will be paid by a stipend listed in Schedule E.

## SCHEDULE E.

### Extra-Curricular Compensation

<u>Title of Activity</u>	<u>Compensation</u>		
	<u>2013-2014</u>	<u>2014-2015</u>	<u>2015-2016</u>
STUDENT COUNCIL	\$ 1,450.00	\$ 1,450.00	\$ 1,450.00
NATIONAL JUNIOR HONOR SOCIETY	700.00	700.00	700.00
INSTRUMENTAL MUSIC	925.00	925.00	925.00
CHOIR	925.00	925.00	925.00
SCIENCE FAIR	1,225.00	1,225.00	1,225.00
DETENTION MONITOR *	35.00 per hour as needed	35.00 per hour as needed	35.00 per hour as needed
SUMMER & P.D. WORKSHOPS*	35.00 per hour	35.00 per hour	35.00 per hour
HOMEWORK CLUB	1,825.00	1,825.00	1,825.00
YEARBOOK	1,250.00	1,250.00	1,250.00
INTRAMURALS	975.00	975.00	975.00
CURRICULUM REVISION/DEV.*	35.00 per hour as needed	35.00 per hour as needed	35.00 per hour as needed
ECHO HILL STIPEND	850.00	850.00	850.00
COMPUTER CLUB (7 <sup>TH</sup> AND 8 <sup>TH</sup> GRADES ONLY)	925.00	925.00	925.00
	925.00	925.00	925.00
DRAMA CLUB DIRECTOR			
DRAMA CLUB MONITOR	850.00	850.00	850.00

\* (See mileage reimbursement 7I)

\* (Need will be determined by CSA)

F. Professional Development Committee

Section will be updated upon the adoption of the proposed teacher evaluation rules found at N.J.A. C. 6A-3.5 and 6A:10. Until such time the proposed rules are adopted or if there is a delay in the proposed adoption, the language in the 2010-2013 contract will remain in effect.

G. Mentoring

Mentoring positions must be posted and staff must sign up if interested. CSA will have final decision on positions.

I. Mileage reimbursement-\*

Staff shall be reimbursed at the current NJOMB (New Jersey Office of Management and Budget) mileage rate. This applies to the following situations:

- (a) Workshops and Professional Development attended by staff during the contractual calendar year.
- (b) Workshops and Professional Development attended by staff during summer months.
- (c) Travel for shared-service teachers between worksites and schools, if within the same day.



## **ARTICLE VIII**

### **TEACHER EVALUATION**

Teachers with tenure and with non-tenure status shall be evaluated in accordance with New Jersey Administrative Code, Education Title 6. This section shall be revised upon adoption of the proposed teacher effectiveness rules upon the adoption of regulations pursuant to the TEACH-NJ Act. Until such time the proposed rules are adopted or if there is a delay in the proposed adoption, the language contained in the 2010-2013 contract will remain in effect.

## **ARTICLE IX**

### **REIMBURSEMENT FOR TUITION COST**

#### **A. Tuition Costs**

The Board shall reimburse a teacher for the tuition cost for credits beyond a bachelor's degree according to the following stipulations:

1. The employee submits in writing a request with the course description.
2. The course receives prior written approval from the Chief School Administrator and final approval by the Board.
3. Reimbursement will be at the following rates:

Grade of C = 80%; Grade of B, A = 100%

4. A transcript or grade report must be submitted to the CSA and presented to the Board for approval within 90 days of the successful completion of the course.
5. Cost of reimbursement will be based upon the highest per graduate credit fee at Rowan University/Rutgers University/The Richard Stockton College of New Jersey.
6. Online courses to be reimbursed based upon the highest per graduate credit fee at Rowan University/Rutgers University/The Richard Stockton College of New Jersey. This requires approval from the Chief School Administrator.
7. An employee will be reimbursed a maximum of 9 credits per year.
8. Nine (9) credits may be exceeded if an employee receives a sabbatical for educational purposes.
9. If a teacher leaves voluntarily within five (5) years of being hired, the teacher will be required to reimburse the Board of Education. This applies to new hires only as of July 1, 2013 and not to current employees of the District.

## ARTICLE X

### TEACHER EMPLOYMENT

#### A. PLACEMENT ON SALARY SCHEDULE

##### 1. Credit for experience –

Teachers first employed in the Avalon System/Stone Harbor System subsequent to the date of this agreement shall initially be given credit on the Salary Schedule for previous outside teaching in a duly accredited school in an amount which is entirely subject to negotiation between the Board and the individual teacher. This provision shall be called to the attention of any new teacher being hired in the Avalon System/Stone Harbor System prior to final agreement on salary.

#### B. Notification of Vacancies

The school staff will be notified of any vacancy or new position for a certified person. The Chief School Administrator will notify the staff via email of these openings stating the qualifications, the duties and the rate of compensation. Teachers who desire to apply for such positions shall submit their applications in writing to the Chief School Administrator within the time limits specified in the notice. The Chief School Administrator will acknowledge, by form letter, the receipt of all such applications. Positions will not be filled on a permanent basis until the school staff has been duly notified of these openings.

#### C. Notification of Contract, Salary, and Assignment

Teachers shall be notified of their contract and salary status for the ensuing year no later than May 15th. Non-tenured teachers are required to notify the Board of their intention in regard to employment by returning their signed contract to the Board Secretary by June 1.

Grade and/or special area assignment will be provided to the teachers no later than June 1st.

#### D. Notification

Upon employment, the Chief School Administrator shall report to the Association in writing the name, position assignment and prior experience of each new teacher.

#### E. Reinstatement of Teachers

In the event that a tenured teacher is released due to a decline in enrollment, budgetary constraints, or abolishment of position, said teacher, if available, shall be reinstated in compliance with State Statutes if a position is opened.

## **ARTICLE XI**

### **SALARIES AND SALARY SCHEDULES**

#### **A. Salary Schedule**

In 2013-2014 each teacher currently employed in the Avalon School/Stone Harbor system shall be placed on the next consecutive step of the salary scale according to Schedule "A".

In 2014-2015 each teacher currently employed in the Avalon School/Stone Harbor system shall be placed on the next consecutive step of the salary scale according to Schedule "B".

In 2015-2016 each teacher currently employed in the Avalon School/Stone Harbor system shall be placed on the next consecutive step of the salary scale according to Schedule "C".

#### **B. Method of Payment**

1. Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments. All pay is via direct deposit.

##### **2. Exceptions**

When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks via direct deposit.

##### **3. Summer Pay Plan**

Each teacher may individually elect to have a specified percent of his monthly salary deducted from his pay. These funds shall be paid to the teacher or his estate on the final working day in June, or according to a schedule of payment throughout the summer as requested by the teacher, or upon death or termination of employment, if earlier.

##### **4. Final Pay**

Each teacher shall receive his final pay on his last working day in June via direct deposit.

##### **5. Optional Deduction**

Each teacher may individually elect to have a specified amount of his monthly salary deducted automatically from his pay to be deposited into ABCO, the Public Employees

Federal Credit Union. This specified amount shall not change during the course of the school year.

## SCHEDULE A: SALARY SCHEDULE 2013-2014

Step	BA	BA+15	BA+20	BA+30	MA	MA+15	MA+20	MA+30
1	48,656	50,250	50,706	51,587	52,476	52,776	53,381	54,056
2	49,656	51,250	51,706	52,587	53,476	53,776	54,381	55,056
3	50,656	52,250	52,706	53,587	54,476	54,776	55,381	56,056
4	52,156	53,750	54,206	55,087	55,976	56,276	56,881	57,556
5	54,456	56,050	56,506	57,387	58,276	58,576	59,181	59,856
6	57,256	58,850	59,306	60,187	61,076	61,376	61,981	62,656
7	60,056	61,650	62,106	62,987	63,876	64,176	64,781	65,456
8	62,856	64,450	64,906	65,787	66,676	66,976	67,581	68,256
9	65,656	67,250	67,706	68,587	69,476	69,776	70,381	71,056
10	68,456	70,050	70,506	71,387	72,276	72,576	73,181	73,856
11	70,756	72,350	72,806	73,687	74,576	74,876	75,481	76,156
12	73,506	75,100	75,556	76,437	77,326	77,626	78,231	78,906
13	76,906	78,500	78,956	79,837	80,726	81,026	81,631	82,306

### **New Longevity**

14 years completed in Avalon/Stone Harbor System ..... \$ 3,000.00

16 years completed in Avalon/Stone Harbor System – an additional \$ 3,000.00

18 years completed in Avalon/Stone Harbor System – an additional \$ 3,100.00

20 years completed in Avalon/Stone Harbor System – an additional \$ 3,100.00

\*Maximum dollar amounts under this section will total \$12,200 after 20 years of service.

\*This section applies to those employees entering or moving up in longevity after June 30, 2013.

### **Old Longevity** (per salary guide 2012-2013 of the 2010-2013 Contract)

11 years completed in Avalon System ..... \$2,750.00

12 years completed in Avalon System – an additional \$3,050.00

14 years completed in Avalon System – an additional \$3,650.00

16 years completed in Avalon System – an additional \$4,100.00

18 years completed in Avalon System – an additional \$4,550.00

20 years completed in Avalon System – an additional \$4,900.00

\*Maximum dollar amounts under this section will total \$23,000 after 20 years of service.

\*The first two “old” longevity amounts have been moved to steps 12 and 13 in the current (2013-2016) contract. For example, step 11 has now become step 13 and the money from longevity 11 years completed and 12 years completed was moved to those steps. If you total new steps 12 and 13 and add that to the longevity number you will have the same amount of longevity that you collected under the previous contract. This section applies only to those employees that were collecting longevity under the previous contract.

## SCHEDULE B: SALARY SCHEDULE 2014-2015

Step	BA	BA+15	BA+20	BA+30	MA	MA+15	MA+20	MA+30
1	49,481	51,075	51,531	52,412	53,301	53,601	54,206	54,881
2	49,981	51,575	52,031	52,912	53,801	54,101	54,706	55,381
3	50,731	52,325	52,781	53,662	54,551	54,851	55,456	56,131
4	52,231	53,825	54,281	55,162	56,051	56,351	56,956	57,631
5	54,531	56,125	56,581	57,462	58,351	58,651	59,256	59,931
6	57,331	58,925	59,381	60,262	61,151	61,451	62,056	62,731
7	60,131	61,725	62,181	63,062	63,951	64,251	64,856	65,531
8	62,931	64,525	64,981	65,862	66,751	67,051	67,656	68,331
9	65,731	67,325	67,781	68,662	69,551	69,851	70,456	71,131
10	68,531	70,125	70,581	71,462	72,351	72,651	73,256	73,931
11	70,831	72,425	72,881	73,762	74,651	74,951	75,556	76,231
12	73,831	75,425	75,881	76,762	77,651	77,951	78,556	79,231
13	77,231	78,825	79,281	80,162	81,051	81,351	81,956	82,631

### **New Longevity**

14 years completed in Avalon/Stone Harbor System ..... \$ 3,000.00

16 years completed in Avalon/Stone Harbor System – an additional \$ 3,000.00

18 years completed in Avalon/Stone Harbor System – an additional \$ 3,100.00

20 years completed in Avalon/Stone Harbor System – an additional \$ 3,100.00

\*Maximum dollar amounts under this section will total \$12,200 after 20 years of service.

\*This section applies to those employees entering or moving up in longevity after June 30, 2013.

### **Old Longevity** (per salary guide 2012-2013 of the 2010-2013 Contract)

11 years completed in Avalon System ..... \$2,750.00

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18 years completed in Avalon System – an additional \$4,550.00

20 years completed in Avalon System – an additional \$4,900.00

\*Maximum dollar amounts under this section will total \$23,000 after 20 years of service.

\*The first two “old” longevity amounts have been moved to steps 12 and 13 in the current (2013-2016) contract. For example, step 11 has now become step 13 and the money from longevity 11 years completed and 12 years completed was moved to those steps. If you total new steps 12 and 13 and add that to the longevity number you will have the same amount of longevity that you collected under the previous contract. This section applies only to those employees that were collecting longevity under the previous contract.

### SCHEDULE C: SALARY SCHEDULE 2015-2016

Step	BA	BA+15	BA+20	BA+30	MA	MA+15	MA+20	MA+30
1	51,001	52,595	53,051	53,932	54,821	55,121	55,726	56,401
2	51,501	53,095	53,551	54,432	55,321	55,621	56,226	56,901
3	52,251	53,845	54,301	55,182	56,071	56,371	56,976	57,651
4	53,751	55,345	55,801	56,682	57,571	57,871	58,476	59,151
5	55,251	56,845	57,301	58,182	59,071	59,371	59,976	60,651
6	56,751	58,345	58,801	59,682	60,571	60,871	61,476	62,151
7	59,251	60,845	61,301	62,182	63,071	63,371	63,976	64,651
8	61,951	63,545	64,001	64,882	65,771	66,071	66,676	67,351
9	64,651	66,245	66,701	67,582	68,471	68,771	69,376	70,051
10	67,351	68,945	69,401	70,282	71,171	71,471	72,076	72,751
11	70,176	71,770	72,226	73,107	73,996	74,296	74,901	75,576
12	73,876	75,470	75,926	76,807	77,696	77,996	78,601	79,276
13	77,676	79,270	79,726	80,607	81,496	81,796	82,401	83,076

#### **New Longevity**

14 years completed in Avalon/Stone Harbor System ..... \$ 3,000.00  
 16 years completed in Avalon/Stone Harbor System – an additional \$ 3,000.00  
 18 years completed in Avalon/Stone Harbor System – an additional \$ 3,100.00  
 20 years completed in Avalon/Stone Harbor System – an additional \$ 3,100.00

\*Maximum dollar amounts under this section will total \$12,200 after 20 years of service.

\*This section applies to those employees entering or moving up in longevity after June 30, 2013.

#### **Old Longevity** (per salary guide 2012-2013 of the 2010-2013 Contract)

11 years completed in Avalon System ..... \$2,750.00  
 12 years completed in Avalon System – an additional \$3,050.00  
 14 years completed in Avalon System – an additional \$3,650.00  
 16 years completed in Avalon System – an additional \$4,100.00  
 18 years completed in Avalon System – an additional \$4,550.00  
 20 years completed in Avalon System – an additional \$4,900.00

\*Maximum dollar amounts under this section will total \$23,000 after 20 years of service.

\*The first two “old” longevity amounts have been moved to steps 12 and 13 in the current (2013-2016) contract. For example, step 11 has now become step 13 and the money from longevity 11 years completed and 12 years completed was moved to those steps. If you total new steps 12 and 13 and add that to the longevity number you will have the same amount of longevity that you collected under the previous contract. This section applies only to those employees that were collecting longevity under the previous contract.



## **ARTICLE XII**

### **SICK LEAVE**

#### **A. Accumulative**

All teachers employed for a full school year shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day.

For teachers employed after the first official day of school, the total amount of said sick day entitlement (one point two days per month of employment) shall be available for utilization upon the first day of employment. An employee shall be granted one point two days of sick leave under this provision as long as he has worked at least one day during a month.

Unused sick leave days accumulated in the Avalon School/Stone Harbor systems shall be accumulated from year to year with no maximum limit.

#### **B. Notification of Accumulation**

Teachers shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.

#### **C. Credit Upon Retirement**

Upon retirement a teacher shall be paid (100%) one hundred percent of the current substitute rate of pay for each accumulated day of sick leave providing the following criteria are met:

1. Eligible for a T.P.A.F. qualified retirement.
2. Sixty-days advance notice of intent to retire unless the Board agrees to shorter notification.
3. Minimum of fifteen (15) years in the district.
4. For employees hired after the July 1, 2013, the payout for accumulated sick leave will be no more than \$15,000.00.

In the event of the death of a teacher who had declared his intention to retire, the payment shall be made to his estate.

D. The Avalon Board of Education and the Avalon Education Association have agreed to enter into a Discretionary 403b Retirement Account..... (See current IRS instructions that apply.)

#### E. Credit Upon Leaving System

Upon leaving the system after at least achieving tenure and working two (2) additional months in the system and accumulating forty (40) days or more of sick leave the teacher may elect to allow these sick days to remain in his account or to be paid fifty (50%) percent of the current substitute rate of pay for each accumulated day of sick leave. If the accumulation is less than forty (40) days these accumulated sick leave days must remain in his account. This subsection does not apply to employees hired after the expiration of the previous contract.

#### F. Payment Upon Retirement or Leaving System-

Upon departure from the system any teacher eligible for payment under Sections C. or D. above may elect one of three methods of payment:

1. Payment between July 1 and July 31 following departure.
2. Payment between January 1 and January 31 of the following year.
3. Payment of one-half (1/2) the amount due between July 1 and July 31 following departure and payment of the second half the following January.

#### G. Transfer of Sick Leave

Teachers who transfer into the Avalon School/Stone Harbor School and who have a certified accumulation of sick leave from prior teaching in another district may be credited with such sick leave up to a maximum of twenty (20) days.

## **ARTICLE XIII**

### **TEMPORARY LEAVES OF ABSENCE**

#### **A. Types of Leave**

Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year. In addition to sick leave, leaves taken pursuant to Section A shall be in addition to any sick leave to which the teacher is entitled.

##### **1. Personal**

Up to three (3) days of personal leave which shall be for the purpose of meeting a need which cannot otherwise be met outside the regular school day. Temporary leave of absence days shall not be used to extend holidays or vacations, but shall be used for business, legal, household or family matters, or observance of religious days. The applicant for such leave shall not be required to state the reason for taking such leave other than that s/he is taking it under this section. Universal Form will be utilized.

- a. All temporary leaves of absence must be approved by the administration, 48 hours in advance other than in the case of emergencies.
- b. A temporary leave of absence day shall not be requested on a scheduled in-service day.
- c. At the end of each school year, a teacher's unused personal days shall be added to his/her accumulated sick leave.
- d. For employees hired after the expiration of the previous contract, any personal days not used will not be added to his/her accumulated sick leave.

##### **2. Death**

Up to five (5) days at any one time in the event of death of a teacher's spouse, child (includes stepchild or foster child), grandchild, son-in-law, daughter-in-law, parent, grandparents, father-in-law, mother-in-law, brother or sister.

The five days must be used as a single bereavement period (as a group) and not separated out over a period of time.

In the event of the death of a teacher or student in the Avalon School/Stone Harbor District, the Chief School Administrator of said teacher or

student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

### 3. Emergency Family Leave

Up to five days per occurrence in the event of a critical family emergency. Only to be taken when all three personal days have been expended. In order to take emergency family leave the following information is required:

- Approval by the CSA following submission of medical certification.
- Staff member to submit written documentation that they need this time to personally care for spouse, child, parent or member of teacher's immediate household.

\* Approval shall not be unreasonably withheld.

### 4. Good Cause

#### a. In Addition to Sick Leave

Leaves taken pursuant to Section A. above shall be in addition to any sick leave to which the teacher is entitled.

## ARTICLE XIV

### SABBATICAL LEAVES

#### A. Purpose

A sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system.

#### B. Conditions

Sabbatical leaves which are granted, shall be subject to the following conditions:

##### 1. Number of teachers

The number of persons receiving sabbatical leaves in any year shall not exceed one (1) teacher.

##### 2. Requests

Requests for sabbatical leave must be received by the Chief School Administrator in writing no later than January 1, and action must be taken by the Board on all such requests no later than February 1, of the school year preceding the school year for which the sabbatical is requested.

##### 3. Minimum time to qualify

The teacher has completed at least five (5) full school years of service in the Avalon School/Stone Harbor School District.

##### 4. Pay

A teacher on sabbatical leave (either for one-half (1/2) of a school year or for a full school year) shall be paid by the Board at fifty (50%) percent of the salary rate which he would have received if he had remained on active duty if said leave is for study and at twenty five (25%) percent if for travel or other reason.

##### 5. Return

Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level, which he would have achieved had he remained actively employed in the system during the period of his absence. The employee shall guarantee one (1) full year of employment upon return from sabbatical leave. Should such employee fail to return to the system upon completion of the sabbatical leave, he shall refund all compensation paid to him by the Board.

## **ARTICLE XV**

### **EXTENDED LEAVES OF ABSENCE**

#### **A. Child-bearing and Child-rearing Leaves-**

The Board shall grant a childbearing leave and a child-rearing leave of up to one (1) year to any teacher upon request subject to the following stipulations and limitations. The teacher may request, and shall be granted a one-year extension.

1. Child-bearing and/or child-rearing leave shall commence on the date requested by the teacher. The teacher will give a minimum of 30 days notice for such leave. At this time the teacher will also notify the Board of the date of his/her expected date of return to service. The date of return shall be either at the conclusion of the teacher's period of disability, in January or September, or at the beginning of the marking period.

2. Any teacher granted childbearing leave according to the provisions of this section, may elect to utilize her accumulated sick leave during her period of disability.

3. The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from a physician acceptable to the Board that she is medically able to continue teaching.

4. The Board, in accordance with NJSA 10:5-1 et. seq., the Constitutions of the State of New Jersey and of the United States shall not discriminate against any person.

5. Non-tenure teachers do not have a right to a child-rearing leave that extends beyond the length of their current contract.

#### **B. Good Cause**

Other leaves of absence without pay may be granted by the Board for good reasons.

#### **C. Return from Leave-**

All benefits to which a teacher was entitled at the time his leave of absence commenced, including place on salary schedule, unused accumulated sick leave, and credits towards sabbatical eligibility shall be restored to him upon his re-turn and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

**D. Extensions and Renewals**

All extensions or renewals of leaves shall be applied for and granted in writing.

## **ARTICLE XVI**

### **INSURANCE PROTECTION**

#### **A. Full Health-Care Coverage**

As required under Chapter 78, P.L. 2011, the Board agrees to make available full family medical and surgical benefits as listed below:

1. The Board will provide full medical and surgical coverage under the PPO plan and the Board shall provide to each full-time employee a description of the health care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage as listed above to insure uninterrupted coverage.
2. The Board will provide an opt out opportunity for staff members to opt out of the health insurance coverage protection. Teachers who opt out of health insurance coverage will be awarded \$5,000.00 annually. If a spouse covers a teacher who opts out in the State Health Insurance plan and the Board switches coverage to the State Health Insurance plan, the teacher will no longer be eligible for payment under this section.

#### **B. Complete Annual Coverage**

Employees shall make health insurance premium contributions per New Jersey law. Eligible employees that accept health benefits through the school district will make contributions equal to the amount required by the statute governing school employees. Should the current statute change, contributions will align themselves with the new statute beginning the first month following the applicable effective date established by the legislature. Health insurance contributions shall be made in equal amounts per paycheck by automatic payroll deduction through the IRS section 125 plan and employee deduction consent to the "125" deduction.

For each teacher who remains in the employ of the Board for the full school year, the Board shall provide insurance coverage for the full twelve-month period commencing September 1<sup>st</sup> and ending August 31<sup>st</sup>.

#### **C. Full Dental-Care Coverage**

The Board agrees to continue full family dental care benefits as is now in practice. Refer to Section B above for employee contributions to the plan.



**D. State Temporary Disability Insurance Plan**

The Board will continue to contribute to the State Temporary Disability Insurance Plan.

## **ARTICLE XVII**

### **MISCELLANEOUS PROVISIONS**

#### **A. Nondiscrimination**

The parties agree to follow policy of not discriminating against any employee on the basis of race, color, creed, age, national origin, religion, sex, marital status, membership participation in or association with the activities of any employee organization, political affiliation, non-applicable handicap, affectional or sexual orientation, or liability for service in the Armed Forces of the United States.

#### **B. Savings Clause**

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any teacher benefit existing prior to its effective date.

#### **C. Separability**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but other provisions or application shall continue in full force and effect.

#### **D. Printing Agreement**

Copies of the Agreement shall be reproduced, after Agreement between the Boards and the Associations on format, within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed or hereafter employed.

#### **E. Miscellaneous Instructional materials**

A sum of up to \$ 150.00 shall be made available to each teacher for the purpose of purchasing instructional materials. Receipts must be presented to the Board for reimbursement approval within 45 days of purchase. Receipts for reimbursement should be submitted no later than April 15<sup>th</sup>.

## ARTICLE XVIII

### SHOP FEE

#### Purpose of Fee

- If an employee does not become a member of the Association during any membership year (*i.e.*, September 1 to August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the employee's per capita cost of services rendered by the Association as majority representative.
- Amount of Fee/Notification – At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers/fee-payers will be determined by an impartial arbitrator in accordance with the law.
- Deduction and Transmission of Fee
  - Notification – On or about September 1 of each membership year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about November 1<sup>st</sup> of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.
  - Payroll Deduction Schedule – The Board will deduct from the salaries of the employees referred to in Section XI the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
  - Mechanics – Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
  - Changes – The Association will notify the Board in writing of any changes in the list provided for in Paragraph Two above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than an agreed upon period of time after the Board received said notice.

- **New Employees** – On or about the last day of each month, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, Social Security numbers, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

## SECTION XIX

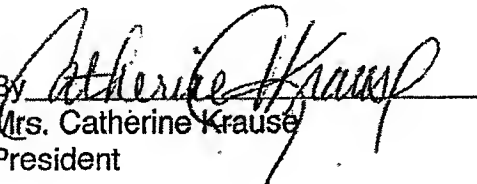
### DURATION OF AGREEMENT

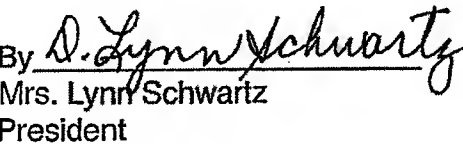
This Agreement shall be effective as of July 1, 2013 and shall continue in full force and effect until June 30, 2016.

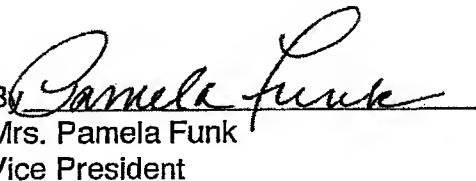
In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

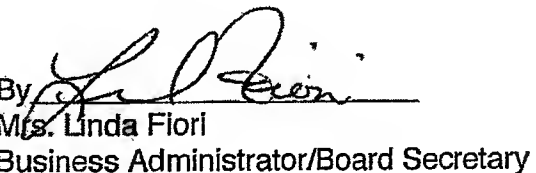
AVALON EDUCATION ASSOCIATION

AVALON BOARD OF EDUCATION

By   
Mrs. Catherine Krause  
President

By   
Mrs. Lynn Schwartz  
President

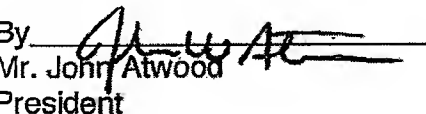
By   
Mrs. Pamela Funk  
Vice President

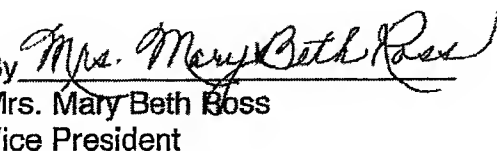
By   
Mrs. Linda Fiori  
Business Administrator/Board Secretary

STONE HARBOR EDUCATION  
ASSOCIATION

STONE HARBOR BOARD OF  
EDUCATION

By \_\_\_\_\_  
Mr. Paul DalSanto  
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Mrs. Mary Beth Ross  
Vice President